

Referred to COW 6/7/21

Bullock, Kepple, Litten, Neff,
O'Malley, Rader, Shachner

RESOLUTION 2021-23

By:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing the Mayor to enter into a memorandum of understanding with the Superintendent of the Lakewood City Schools regarding the division of duties and responsibilities for the operation and maintenance of recreation fields and facilities.

WHEREAS, for several decades, the City and Schools have been working together through informal channels to operate the City's recreation fields and facilities; and,

WHEREAS, attached hereto is a proposed memorandum of understanding (attachment A) to formally outline the terms of the City's and Schools' division of duties and responsibilities for the operation and maintenance of recreation fields and facilities; and,

WHEREAS, the intent of the memorandum of understanding is to update, detail and formalize a cooperative agreement that prioritizes the input and needs of recreation users and residents; and,

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of the City in that a formal agreement would clarify expectations and improve accountability. Now therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

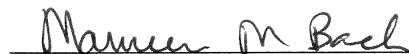
Section 1. The Mayor is hereby authorized to enter into a memorandum of understanding with the Superintendent of Lakewood City Schools regarding the division of duties and responsibilities for the operation and maintenance of recreation fields and facilities.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this council, and that all such deliberations of this Council and any of its committees that resulted in such formal.

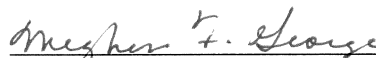
Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 9/20/2021


DANIEL J. O'MALLEY, PRESIDENT


MAUREEN M. BACH, CLERK

Approved: 9/21/21


MEGHAN F. GEORGE, MAYOR

Attachment A

See next page



MEGHAN F. GEORGE
MAYOR

12650 DETROIT AVENUE • 44107 • 216-521-7580

September 7, 2021

Lakewood City Council Members
Lakewood, Ohio 44107

**RE: JOINT AGREEMENT WITH THE LAKEWOOD CITY SCHOOLS BOARD OF
EDUCATION TO ADDRESS FIELDS & POOLS MAINTENANCE**

Dear Council Members,

The purpose of this communication is to inform you that The City of Lakewood (the “City”) and The Lakewood City Schools Board of Education (the “Board”) have agreed to and now desire to execute and effectuate a Joint Agreement (the “Agreement”), which is attached hereto as Exhibit A. As you know, Council Resolution 2021-23 specifically authorized the Mayor and the administration to memorialize the division of duties and responsibilities for the operation and maintenance of recreation fields and facilities. This Agreement is the result of this negotiation and work by many at City Hall, including administration and Council, and also benefitted from a spirit of good faith and common purpose from the Board. The final executed Agreement will be in substantially the same form as Exhibit A.

Recognizing the unique relationship that the City and Board, through its Recreation Department, maintains, this Agreement was the byproduct of setting forth clear obligations and responsibilities to better the city-owned parks and pools infrastructure, programming, and operations. The major points to this Agreement are summarized as follows:

- This offseason, the City will fully fund the work associated with repairing and recrowning two fields: (i) Jimmie Foxx Field at Kauffman Park; and (ii) George J. Usher Field at Madison Park. The RFP process will be spearheaded by the Board and its Recreation Department. The City will have an opportunity to review each RFP prior to release to ensure that it meets the scope, budget, and timing of the project. The City will also have final budget approval. These two fields will be ready for opening day programming in the Spring of 2022.
- Moving forward, the City will annually repair and recrown one of the six fields each offseason on a rotating basis to ensure high standards at the fields. Beginning in 2022, the parties will meet each and every year before September 15th to establish which field in the “field improvement rotation” will be addressed in the subsequent offseason. The Board will contribute \$20,000 on an annual basis for the repairing and recrowning work and the City will contribute any additional costs. The City is responsible for installing and maintaining all outfields and physical infrastructure at the fields, including lights, scoreboards, backstops, etc., just as it has historically done.



- The Board shall be responsible for the programming & scheduling at the fields throughout the year, and its daily maintenance routine for the infields shall follow a new Best Practices Guide, which is set forth as an Exhibit to the Agreement.
- The City will maintain all infrastructure at City pools and the Board will oversee the daily staffing and operations at the Pools, just as historically has been done. The agreement formally memorializes this in writing.

Lastly, but perhaps most importantly, this Agreement could not have been accomplished without the cooperation of our new Lakewood City Schools' Superintendent Maggie Niedzwiecki and her leadership team. Superintendent Niedzwiecki fully grasped the importance moving forward with practices and routines, which were rightly brought to light by affected community members, athletes, and stakeholders. Her partnership in conjunction with the work of my staff and Administration were critical in getting this deal done. We now have an executable plan in place which sets forth our collective responsibilities and it will be the focus of my Administration that we use this work as a platform to ensure that our civic parks, fields and pools continue as a symbol of all that is great about our City and why people continue to choose to call Lakewood home.

Sincerely,

A handwritten signature in dark ink, appearing to read "Meghan F. George". The signature is fluid and cursive, with the first name "Meghan" being more prominent.

Meghan F. George
Mayor

**JOINT AGREEMENT
BETWEEN
THE CITY OF LAKEWOOD
AND
THE LAKEWOOD CITY SCHOOLS BOARD OF EDUCATION**

This JOINT AGREEMENT (the "Agreement") made this _____ day of _____, 2021 by and between the City of Lakewood, Ohio, a municipal corporation ("the City") and the Lakewood City Schools Board of Education, a political subdivision, ("the Board"). The City and Board may each be referred to singularly as a "Party" or collectively as the "Parties" as the case may be.

WHEREAS, the City and the Board (through its Community, Recreation and Education Department (the "Rec. Dept.)) recognize and emphasize the importance of recreation to the quality of life of residents and users of recreational facilities in the City of Lakewood;

WHEREAS, the City and the Board have had a long-standing relationship in which the Board provides recreational programming for youth and adults within the City of Lakewood on City-owned Fields (hereinafter defined);

WHEREAS, the Board, through its Rec. Dept., provides and oversees various sport programming within the City of Lakewood, including, but not limited to baseball, softball, T-Ball, soccer, etc., and will continue to do so;

WHEREAS, the Board, through its Rec. Dept., also oversees and administers the daily seasonal operation of the City-owned swimming Pools (hereinafter defined) including, but not limited to swim lessons and other aquatic activities, and will continue to do so; and

WHEREAS, the City and the Board now wish to memorialize the benefits and responsibilities of both Parties by entering into this Agreement;

WHEREAS, the City and the Board now agree to contribute to the upkeep of the City-owned Fields which are programmed and used by the Board as set forth in this Agreement;

WHEREAS, the City and the Board intend to operate the Fields and Pools in a matter consistent with Ohio laws and regulations, as well as any applicable federal statutes; and

NOW THEREFORE, the City and the Board, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

Section 1. RECREATIONAL FIELDS

The City is the owner of the real property and parks which comprise the City's recreational fields, which are named and more commonly known as Foxx Field, Usher Field, Lakefront Field, Edwards Park Field, Cove Park Field and Stonehouse Field (the "Fields").

A. The City shall be responsible for the following throughout the year:

1. Installing and maintaining all infrastructure in the parks, near and around the Fields including score boards, sound systems (where installed), fencing, backstops, lighting (where installed), restrooms and bleachers;
2. Providing general park maintenance, including: mowing of all grass areas, removing trash from receptacles, applying fertilizers, administering of weed control products, annual aerating and overseeding, and restroom cleaning and restocking;
3. Paying for and procuring adequate property and general liability insurance, naming the Board as an additional insured, to cover any losses due to the acts, omissions or negligence of the City, its officials, agents or employees in an amount of coverage not less than \$1,000,000 per occurrence;
4. Providing appropriate safety and security services for the Fields; and
5. Contributing the capital in excess of the Board's contribution stated below necessary to perform the scheduled recrowning or upgrades to a Field as agreed (including professional design services needed to develop the scope of work).

B. The Board shall be responsible for the following throughout the year:

1. Programming and scheduling the Fields with various youth and adult activities, including issuing permits for the Fields and collecting fees, for which the Board will keep all sources of income and revenue from the Programming of the Fields;
2. Staff the Fields for Recreation Department scheduled events, including providing umpires, officials, referees, groundskeepers, etc., as the sport may require;
3. Utilizing reasonable and diligent efforts within the Board's available resources to maintain the Fields in accordance with the Best Practices maintenance guide as set forth in **Exhibit A** which shall include but not be limited to: (i) Training staff in proper procedures for dragging and preparing the Fields to maximize the life of the infield and to not cause early and unnecessary deterioration of the infield areas, (ii) dragging, lining, and placing bases in a secure manner; and (iii) otherwise preparing all dirt areas of the infield prior to and throughout scheduled events at the Fields;
4. Opening restrooms and score booth(s) for every event Recreation Department Scheduled events scheduled at the Fields (excluding practices) and closing, securing, and locking down the same at the end of the scheduled event(s);
5. General cleanup of trash in and around the Fields, benches, dugouts, and score booth areas;
6. Inspecting the Fields

7. Reporting any infrastructure or grass outfield defects or hazards discovered by or reported to the Board to the City's Division of Parks and Property in a prompt fashion; and
8. Supplying, spreading and grading additional infield material;
9. Paying for and procuring adequate general liability insurance, naming the City as an additional insured, to cover any acts, omissions or negligence of the Board, its officials, agents or employees in an amount not less than \$1,000,000 per occurrence;
10. Providing the City with a statement at calendar year end detailing the number of employees, whether full time, part time or seasonal employees dedicated to the tasks contained in this Section beginning with 2020; and
11. Contributing Twenty Thousand Dollars (\$20,000) on an annual basis to perform the agreed upon recrowning or upgrades, if any, to the Fields; and
12. Administering and Overseeing the Request for Proposal ("RFP") and any and all subsequent work and performance by contractors or third parties necessary to complete the recrowning of the subject Field(s) commencing with Jimmie Foxx Field and George J. Usher Field upon execution of this Agreement and doing the same in future years as a part of the Field Rotation Schedule.

It is the intent of the Parties that one of the six Fields is upgraded annually during the offseason if needed. Annually, the Parties shall conduct a "State of the Fields" meeting. By September 15th of each calendar year, the Parties shall determine which Field(s), if any, will be recrowned or upgraded in the subsequent calendar year to be ready for programming of the following year's season. The Parties shall take into account the Fields condition, cost of upgrades, and capital available. The Parties shall also take into account any and all business related to the Fields, other work, upgrades and special projects. Both Parties shall agree to the scope of the work as well as the budget for each project. The City shall have an opportunity to review each RFP prior to release to ensure that it meets the scope, budget and timing of the project. The Parties shall meet monthly to discuss the general operations as it pertains to the fields and pools. The Parties shall upgrade the infields of Jimmie Foxx Field and George J. Usher Field, at the City's expense, prior to the 2022 recreation baseball and softball season (assuming that an appropriate vendor can be secured to perform the work). The Parties shall agree to the scope and the timing of the work for the upgrade of these two fields. The City shall approve the budget for these two Field projects. The Board will conduct the RFP and manage these projects.

Lakewood City Council shall annually designate a Council member to act as representative to attend all meetings and act as liaison to the Community Recreation and Education Commission. The liaison shall report to Council and the Administration on matters concerning the City on a regular basis.

Section 2. POOLS

The City owns the real property and parks which comprise the swimming pools named and more commonly known as Foster Pool and Beck Pool (the "Pools").

A. The City shall be responsible for the following:

1. Installing and maintaining all infrastructure of the Pools, including pumps, filters, drains, chemical controller systems, concrete decks, fencing, concession stands, slides, diving boards and furniture;
2. Purchasing and providing the necessary chemicals to safely operate the Pools;
3. Establishing rates for users of the Pools with input from the Board and Rec. Dept.;
4. Paying for and procuring adequate property and general liability insurance, and naming the Board as an insured, to cover any losses that would be due to the acts, omissions or negligence of the City, its officials, agents or employees;
5. Providing a separate, detailed annual accounting of all expenditures for the maintenance or other infrastructure improvements of the Pools;
6. Providing appropriate safety and security services to the Pools;
7. Reimbursing the Board annually for the operating deficit of the Pools, defined as the Board's Pool-related income less the direct expenditures of the Pools' operations.

B. The Board shall be responsible for the following:

1. Daily operations of the Pools including, but not limited to issuing swim passes, collecting fees, scheduling, programing any events, water quality testing and operating the concession stands where the City has not otherwise explicitly provided for the operation of concessions;
2. Unlocking, locking and securing the Pools at the end of their daily operations;
3. Staff the Pools with qualified individuals for their positions, including licensed lifeguards;
4. Train Board staff to conduct daily inspection of the Pools and any corresponding equipment and physical structures for hazards and maintenance issues to ensure user safety;
5. Cleaning the pool drains and keep them clear of debris to allow for adequate water filtration;
6. Cleaning the pool deck and interior building areas;
5. Promptly notifying the City of any necessary maintenance issues on a daily basis, prior to the Pools opening to the public;
6. Paying for and procuring adequate general liability insurance, at the Board's sole expense, naming the City as an additional insured, to cover any losses due to acts, omissions or negligence of the Board, its officials, agents or employees; and
7. Providing a separate annual detailed accounting of all fees, other sources of income and direct expenditures for the daily operation of the Pools, with an explanatory statement should the annual Pools' operations deficit invoice exceed 9.99% from the previous year.

Section 3. RELATIONSHIP OF THE PARTIES

The Board and the City agree that this Agreement does not create a joint venture, agency relationship or partnership. In the event a claim or cause of action for damages is asserted relating

to the programming, Pools and/or Fields addressed in this Agreement, the Board and City further agree that each is liable, if at all, only for the actions, omissions and/or negligence of their respective employees, officials and/or agents.

Section 4. DISPUTE RESOLUTION

In the event of a dispute between the Parties regarding their respective obligations under the terms and conditions of this Agreement, the Parties agree that they will provide written notice to the other of the dispute and, thereafter, timely confer to determine an agreed upon resolution to the dispute, with such resolution being reduced to writing and signed by the Parties. If the Parties are unable to reach a resolution, the Parties agree to participate in private mediation, the cost of mediation to be split equally between the Parties, to seek a resolution to the dispute, which shall be reduced to writing and signed by the Parties. If no resolution shall be had after mediation, each Party reserves its rights to pursue available legal remedies.

Section 5. AMENDMENTS TO THIS AGREEMENT

This Agreement can be amended at any time by joint agreement in writing by both the City and the Board.

Section 6. TERMINATION OF AGREEMENT

This Agreement shall continue in full force and effect until terminated by either Party upon sixty (60) days' written notice to the other Party. For purposes of this section, "notice" shall be effectuated by certified mail to the attention of the Superintendent (if to the Board) or to the attention of the Mayor (if to the City).

NOW THEREFORE, for all of the mutual covenants contained herein, the Parties and their authorized representatives have now set forth their signature below giving effect to this Agreement as of the day first written above.

THE CITY OF LAKEWOOD, OHIO

**THE LAKEWOOD CITY SCHOOLS
BOARD OF EDUCATION**

Meghan F. George, Mayor

Maggie Niedzwiecki, Superintendent

EXHIBIT A

BEST PRACTICES GUIDE

Baseball and Softball Field Maintenance

A. Determining Field Playability

Wet fields are the number one cause of damage to ball fields and the top reason for player injury. And often, techniques used to make a wet field “playable” cause additional damage. Making the tough call to postpone a game due to wet conditions is the best decision for player safety and to preserve season-long playability of the ball fields. Water Removal Techniques for Skinned Infields: The most important mistake to avoid is the removal or movement of infield mix. A level field will drain better and have fewer puddles. Low spots or depressions catch and hold water EVERY TIME! 1. Use the pump to move the water into a bucket. 2. Empty the bucket outside of the playing field into a drain. 3. Replace the field mix into the hole and level with a rake. **DO NOT Use These Methods on Wet Fields!** • **DO NOT** use brooms to disperse puddles. • **DO NOT** sweep a puddle into the grass. • **DO NOT** remove muddy infield mix from the field. All of these unfortunate techniques move infield material and leave a depression or low spot that will hold water every time it rains. Empty the bucket of water off the field of play into a drain. After the standing water has been removed, use a rake or nail drag to loosen the infield mix so it will dry more quickly. Allow time to air dry.

B. Addition of Field Drying Agents

Calcined and vitrified clay marketed under the brand names Turface, Pro’s Choice, Diamond Pro, Rapid Dry, and Profile are the most common products used to assist with wet infield conditions. Steps for Applying a Drying Agent 1. First remove as much water as possible using the pump or pillow method. 2. Use a spreader, shovel, or hand to evenly apply a thin layer of the drying agent. 3. The material may be lightly incorporated using a rake or left on top of the infield mix. Never use more than 3 bags of drying agent to make a field playable!

D. Infield Grooming Techniques

1. Remove the bases and plug the base anchor sleeve before beginning any operations. 2. Vary the dragging pattern every time the field is groomed. 3. Scarify the field with a nail drag or needle tines. 4. Finish groom the field with a drag mat or broom. Go slowly! 5. When finished dragging, stop 5 to 6 feet before the edge of the skin and lift the drag. Shake any excess field mix off before exiting the field. 6. Exit the field in a different location each time to prevent build-up of infield mix in one location. 7. Hand rake out the pile left from the field drag. 8. Hand rake: base paths end-to-end, home plate, and the back radius of the infield. • **DO NOT** pull the nail drag or mat into the grass for any reason. • **DO NOT** take a nail drag or mat within 24” of the grass edge. Only hand rake edges to prevent lips from forming.

E. Skinned Infield Leveling

Baseball and Softball fields are designed with a specific slope to drain water from their surface. Keeping the infield slope correct will prevent puddling and therefore field closures. Players sliding, mechanical field groomers, and other factors contribute to un-level skinned infields. A diligent approach to correcting high or low spots is the most important task of a field manager. For small areas, use a leveling rake. 1. Pull the material from a high spot and deposit it in a low area. 2. If the

infield mix is dry, wet the leveled area and compact it with a tamper or the grooming machine tires. Otherwise, it will not stay in place. For large areas or storm wash-outs, a box blade attachment works best. This should be coordinated with the Parks Department or outside contractor. For medium sized areas, use the leveling attachment of the grooming tool. 1. Remove the bases and plug the base anchor sleeve. 2. Loosen the field material with a nail drag or needle tines. 3. Make sure the leveler is NOT in the float position. 4. Make wide sweeping turns in several directions over the area that needs to be leveled. 5. If the infield mix is dry, water the area and compact it with the tires of the grooming machine. Otherwise, it will not stay in place.

F. Clay Repairs to Home Plate and Pitcher's Mound Area

City will provide water access at each field. Techniques for Clay Repairs 1. Dig out and discard all loose material including infield mix, clay chunks, and field conditioners in and around the area to be repaired. 2. Sweep the area free of all minor bits of loose debris and place to the side. 3. Wet the existing clay with a flower watering can, hand held sprayer, or hose nozzle with a fine spray pattern. 4. Add new clay and compact in 2" layers. Working with clay can be tricky so follow these pointers: 10 a. The new clay must have enough moisture content to stick to the underlying clay base that has been moistened. Otherwise, the new clay will pop out of place and create a hazard. b. If the clay is too sticky, wrap the tamper plate in a garbage bag to alleviate the problem. c. Shredded, bagged clay is very easy to work with and store. It is excellent for small daily repairs. d. Unfired clay bricks are great for large scale renovations and can be purchased by the pallet. Long term storage is not practical for bricks. 5. Add approximately 1/2" of new field conditioner over the repaired clay area.

G. Grass Edge Maintenance

Regular maintenance where the skinned infield meets the grass edge will prevent the formation of a lip. Lips at the grass edge are also the primary barrier to water exiting the skinned part of the field. Water trapped on the skin will force cancellations and field closures. Techniques for Maintaining the Grass-to-Skin Edge • A manual or motorized edger can be used as frequently as preferred to keep edges looking crisp. • Monthly edging is recommended. • Neatly rake all grass clippings out of the infield mix when edging is required.